

Macclesfield Town Council.

Services General Conditions of Contract.

1. Definitions

In the Contract (which will be made by the acceptance of a Tender in whole or in part, and will comprise the Tender as so accepted, the Conditions of Contract, the Specification and Schedule(s)), the expression "The Contractor" means the person, firm or Company whose Tender is accepted. The expression "The Council" means the Town Council of Macclesfield.

The term 'service' shall mean any service to be performed by the Contractor under the Contract as detailed in the specification.

The services required to be provided under the Contract are those estimated at the time by the Council's officers duly authorised but the level of services required may be increased or decreased at the Council's option.

2. Quality

The services provided under the Contract are to be of the quality and standard detailed in the specification and shall be approved by the Council's duly authorised officers.

A nominated officer of the Council shall at all times have full power to make inspections regarding the performance of the service and shall be at liberty at all times to reject any services as detailed in Clause 3.

3. Rejections

Where services provided under the terms of the contract are not, in the opinion of the Council's authorised officers, of the requisite quality, or are not otherwise approved, then the provision of that service may be rejected and notice of rejection may be given by the Council to the Contractor any time before payment falls due. Where there is a rejection, the Contractor's employees shall cease work immediately after notice of such rejection, and the Contractor shall, if so required, provide a service in lieu thereof to the approval of the Council's authorised officers after the notice of rejection.

4. Performance

(a) The Contractor shall ensure that the services are provided at the

time and place detailed in the Order and/or Specification.

- (b) Time is of the essence as regards the provision of services, when detailed in the Special Conditions.

- (c) The provision of a service shall only be commenced when the Contractor is supplied with an Official Instruction from an authorised officer of the Council. The Council will not be liable for the services requested in any other manner.
- (d) The contractor shall ensure that persons employed are of a good character and are trained to perform their tasks to the requisite standard.
- (e) The Contractor shall provide necessary supplies of materials and equipment in order for the performance of the contract to be facilitated.
- (f) Invoices, must be submitted in accordance with the instructions on the Official Purchase Order.

5. Prices

- (a) All prices quoted for the services to be provided under the Contract shall include the cost of all necessary works, processes, goods and materials, required to ensure that the service complies with the terms of this contract.
- (b) The rates for the provision of the service quoted by the Contractor shall remain fixed during the first six months from the date of commencement of the contract.
- (c) Any application for price variation after that shall be submitted in writing to the Council at least 30 days before the proposed implementation date of the increase and be accompanied by relevant supporting documents providing details of the changes in costs of materials, wages, transport, etc.
- (d) If the Council is not prepared to accept the price increase so proposed, the Council shall have the right to terminate the Contract, giving to the Contractor at least 30 days notice in writing, to expire not later than 90 days from receipt of the application. The current prices shall remain in force until the date of termination of the Contract in that event.

6. Breach

If the Contractor shall fail to provide the services or any proportion of them within the time or times specified in the Contract or shall supply services of unsatisfactory quality, the Council without prejudice to any other remedy for breach of Contract it may have, shall be at liberty to

determine the Contract either wholly or in part and to purchase other services as the case may be of the same or similar description to make good such default and in the event of the Contract being wholly determined, the services remaining to be provided. The amount of the Council's loss in securing replacement services shall be paid by the Contractor to the Council.

7. Entitlement to Contract

The Council has the right to contract with any person or persons, firm or company other than the Contractors for the provision of similar services.

8. Cancellation of Contracts in Case of Corruption, etc.

The Council shall be empowered to cancel the Contract and recover from the Contractor the amount of any loss resulting from the cancellation if the Contractor is guilty of any practice considered by the Council to be improper or corrupt. This clause covers such activities as inducements or gifts and acts prohibited by the Prevention of Corruption Acts, 1889 -1916 and the Local Government Act, 1972, Sections 117(2) and (3). The Council's decision on these matters is final.

9. Assignments and Underletting of Contracts

The Contractor shall not assign or underlet the Contract or any part of it and shall not sub-contract except with the written consent of the Council.

10. Indemnity

The Contractor shall indemnify the Council in respect of:-

- (a) any liability which may be imposed on the Council under any Act of Parliament or Common Law in respect of personal injury to any person, whether employed by the Council or not, occasioned by or in consequence of the performance of this Contract.
- (b) any damage or injury to the property of the Council by the Contractor, his workpersons, servants or agents.

11. Insurance

The Contractor shall adequately insure against the liabilities referred to in Clause 10 and shall complete the Insurance Certification Form attached.

12. Royalties and Patent Rights

The Contractor shall fully indemnify the Council for any claim or action that may be brought against it regarding infringement of copyright, patent or similar protected rights in respect of any items supplied under the Contract. All payments and royalties which may be payable shall be included by the Contractor in the prices named in his tender and shall be paid by him to the relevant persons.

13. Health and Safety

All items delivered by the Contractor to the Council shall Comply with the provisions of the Health and Safety at Work Act, 1974 and any other relevant health and safety regulations and appropriate Codes of Practice in force or brought into force during the currency of the Contract.

14. Law

The Contract shall be construed in all respects in accordance with English Law. Nothing in these conditions shall prejudice any condition or warranty (expressed or implied) or right of remedy to which the Council are entitled in relation to the material goods or services ordered by virtue of statute or common law.

15. Equal Opportunities

The Contractor shall at all times observe a policy of equal opportunities in employment for all workers regardless of sex, marital status, sexual orientation, age, disability, creed, colour, race or ethnic or national origins. The Contractor or firm or organisation shall therefore comply with the requirements of the Sex Discrimination Act, 1975, the Equal Pay Act, 1970, (as amended on 1st January 1984), the Race Relations Act, 1976 (as amended by the Race Relations (Amendment) Act 2000), the Disability Discrimination Act, 1995 and the Employment Equality (Age) Regulations 2006.

16. Conditions

These conditions shall have precedence over any printed condition appearing on any acceptance form, delivery form or other documents or letter emanating from the Contractor and such conditions shall have no effect whatsoever except in so far as they confirm the terms of this Contract.

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